

Title Agency Monthly Report

For the month of April, 2011

New License

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
166181	SECURITY ESCROW & TITLE INSURANCE AG	4/18/2011	4/30/2013			TE
166181	SECURITY ESCROW & TITLE INSURANCE AG	4/18/2011	4/30/2013			TMR
166181	SECURITY ESCROW & TITLE INSURANCE AG	4/18/2011	4/30/2013			TS

License Renewal

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
7663	ATLAS TITLE INSURANCE AGENCY, INC	5/16/2002	4/30/2013			TE
7663	ATLAS TITLE INSURANCE AGENCY, INC	5/16/2002	4/30/2013			TS
160678	BENCHMARK TITLE INSURANCE AGENCY LL	4/2/2009	4/30/2013			TE
160678	BENCHMARK TITLE INSURANCE AGENCY LL	4/2/2009	4/30/2013			TS
16621	NEW MILLENNIUM TITLE GROUP, LLC	4/25/2007	4/30/2013			TE
16621	NEW MILLENNIUM TITLE GROUP, LLC	4/25/2007	4/30/2013			TS
7169	TITLE ONE, A UTAH CORPORATION	5/16/2002	4/30/2013			TE
16618	PREMIUM TITLE AND ESCROW INC	4/24/2007	4/30/2013			TS
16618	PREMIUM TITLE AND ESCROW INC	4/24/2007	4/30/2013			TE
7169	TITLE ONE, A UTAH CORPORATION	5/16/2002	4/30/2013			TS

Late License Renewal

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
6954	CENTENNIAL TITLE INSURANCE AGENCY	5/16/2002	3/31/2013			TE
6954	CENTENNIAL TITLE INSURANCE AGENCY	5/16/2002	3/31/2013			TS

Lapse Licenses

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
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Title Agency Monthly Report

For the month of April, 2011

Lapse Licenses

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
16522	MOUNTAINSIDE TITLE INSURANCE AGENCY I	3/28/2007	3/31/2011	3/31/2011		TE
16522	MOUNTAINSIDE TITLE INSURANCE AGENCY I	3/28/2007	3/31/2011	3/31/2011		TMR
16522	MOUNTAINSIDE TITLE INSURANCE AGENCY I	3/28/2007	3/31/2011	3/31/2011		TS
160274	RICHMOND TITLE INSURANCE AGENCY	3/19/2009	3/31/2011	3/31/2011		TE
160274	RICHMOND TITLE INSURANCE AGENCY	3/19/2009	3/31/2011	3/31/2011		TS

Reinstated License

Agy_ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
6954	CENTENNIAL TITLE INSURANCE AGENCY	5/16/2002	3/31/2013	4/30/2011	4/7/2011	TE
6954	CENTENNIAL TITLE INSURANCE AGENCY	5/16/2002	3/31/2013	4/30/2011	4/7/2011	TS

Title Individual Monthly Report

For the month of April, 2011

New License

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
138303	JONATHAN ROY IVINS	04-27-2011	01-31-2014			TE
1454403	MICKIE JOLLEY PRICE	04-07-2011	08-31-2013			TE
1416602	JENNIFER LYNN TATTON	04-05-2011	08-31-2013			TS
1454044	TAUNYA MAE BROWN	04-05-2011	04-30-2013			TMR
1456346	KENT DEE HATCH	04-25-2011	04-30-2013			TMR

License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
99273	LESLIE IVERS CLARK	03-08-2004	04-30-2013			TE
130678	MELICENT ADAMS	06-22-2006	04-30-2013			TE
37068	DARRELL K BACK	05-16-2002	04-30-2013			TE
37068	DARRELL K BACK	05-16-2002	04-30-2013			TS
78355	CHELSEY J BEAL	06-20-2002	04-30-2013			TE
20043	JENNIFER BEAVERS	05-16-2002	04-30-2013			TE
39502	MERLYN C BUCHANAN	05-16-2002	04-30-2013			TE
31294	MICHELLE D CAMPBELL	05-16-2002	04-30-2013			TE
35093	HOWARD ALLAN CARTER	05-16-2002	04-30-2013			TE
32700	MICHELLE HALVORSEN	05-16-2002	04-30-2013			TE
108467	LISA NIKOLE KIMMEL	12-09-2004	04-30-2013			TE

Title Individual Monthly Report

For the month of April, 2011

License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
138539	Cassy L Gubler	03-02-2007	04-30-2013			TE
99273	LESLIE IVERS CLARK	03-08-2004	04-30-2013			TMR
42239	JAMES DENNIS DARKE	05-16-2002	04-30-2013			TE
42239	JAMES DENNIS DARKE	05-16-2002	04-30-2013			TS
30192	TERESSA ANN DONALDSON	05-16-2002	04-30-2013			TE
30865	DAVID TODD EVANS	05-16-2002	04-30-2013			TS
133344	HEIDI I EVANS	08-29-2006	04-30-2013			TE
89144	DARWIN C FISHER	04-21-2003	04-30-2013			TS
137945	TIFFANY A FLINT	12-21-2006	04-30-2013			TE
137945	TIFFANY A FLINT	12-21-2006	04-30-2013			TS
10734	DEBORA A GIAMBRONE	05-16-2002	04-30-2013			TE
130981	GRANT M POND	06-30-2006	04-30-2013			TS
45623	MARTIN CHRISTENSEN	05-16-2002	04-30-2013			TE
142171	JESUS ENRIQUE LOERA	03-07-2007	04-30-2013			TE
32700	MICHELLE HALVORSEN	05-16-2002	04-30-2013			TS
138058	CONNIE HARMON	02-02-2007	04-30-2013			TE
49996	JAMES K HASLAM	05-16-2002	04-30-2013			TE
49996	JAMES K HASLAM	05-16-2002	04-30-2013			TS
42440	JAN HAZEN	05-16-2002	04-30-2013			TE
1389092	MEGAN ELLETT HICKS	03-30-2009	04-30-2013			TE

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Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
107230	ERIK N HOUGHTON	11-02-2004	04-30-2013			TS
84964	KIMBERLY DAWN IRONS	12-11-2002	04-30-2013			TE
31646	HOLLY JASPERSON	05-16-2002	04-30-2013			TE
78211	GERALDINE JENSEN	06-17-2002	04-30-2013			TE
129469	KYLE DEAN JOHNSON	05-31-2006	04-30-2013			TE
38877	STEPHANIE A CHRISTENSON	05-16-2002	04-30-2013			TMR
30749	JEFF W GORRINGE	05-16-2002	04-30-2013			TE
129469	KYLE DEAN JOHNSON	05-31-2006	04-30-2013			TMR
142171	JESUS ENRIQUE LOERA	03-07-2007	04-30-2013			TMR
131323	LISA S MCCONKIE	07-13-2006	04-30-2013			TE
53531	TRACY MEDINA	05-16-2002	04-30-2013			TE
85625	JENNIFER S MENDENHALL	01-08-2003	04-30-2013			TE
85625	JENNIFER S MENDENHALL	01-08-2003	04-30-2013			TMR
44862	JEFFREY R MERRILL	05-16-2002	04-30-2013			TE
44862	JEFFREY R MERRILL	05-16-2002	04-30-2013			TS
42449	ANGELA WILSON MOSTELLER	05-16-2002	04-30-2013			TE
111354	DIANE N MOUSER	03-14-2005	04-30-2013			TMR
40404	LORENA D OSBORN	05-16-2002	04-30-2013			TE
40404	LORENA D OSBORN	05-16-2002	04-30-2013			TS
141272	NATALIE OSBORNE	02-13-2007	04-30-2013			TE

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License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
106396	CRYSTAL LEE KEELE	10-05-2004	04-30-2013			TE
82546	HOLLY B PAGOAGA	10-16-2002	04-30-2013			TE
35093	HOWARD ALLAN CARTER	05-16-2002	04-30-2013			TS
1358369	TIA J. REID	05-02-2008	04-30-2013			TE
88086	JASON L RENTMEISTER	03-25-2003	04-30-2013			TE
42895	WENDY ROBERDS	05-16-2002	04-30-2013			TE
42895	WENDY ROBERDS	05-16-2002	04-30-2013			TS
39190	DIANA SCHWENKE	05-16-2002	04-30-2013			TE
40884	JENNIFER LEAH SHRODES	05-16-2002	04-30-2013			TE
79853	LISA L SMITH	08-06-2002	04-30-2013			TE
36893	CRAIG J SPERRY	05-16-2002	04-30-2013			TE
36893	CRAIG J SPERRY	05-16-2002	04-30-2013			TS
39858	COLLEEN C THOMPSON	05-16-2002	04-30-2013			TE
78210	NICOLE L TOMAC	06-17-2002	04-30-2013			TE
37589	MARK S WEBBER	05-16-2002	04-30-2013			TE
43724	CRAIG WORTHINGTON	05-16-2002	04-30-2013			TE
126972	ALICE ANN WELSH	06-05-2006	04-30-2013			TE
45274	BARBARA VANDERHOOF	05-16-2002	04-30-2013			TE
32733	WENDY WHITFIELD	05-16-2002	04-30-2013			TE
83999	CLINT D WILSON	11-13-2002	04-30-2013			TMR

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License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
78966	MATTHEW B WIRTH	07-12-2002	04-30-2013			TE
78966	MATTHEW B WIRTH	07-12-2002	04-30-2013			TS
37589	MARK S WEBBER	05-16-2002	04-30-2013			TS

Late License Renewal

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
106871	KIMBERLY S SMITH	10-06-2004	04-30-2013			TE
102063	RYAN F THIRKILL	05-12-2006	04-30-2013			TS
84831	RICHARD THURSTON	12-06-2002	04-30-2013			TE
36892	CLAUDEEN SUTHERLAND	05-16-2002	04-30-2013			TE
81344	DAVID J WRIGHT	10-01-2002	04-30-2013			TE

Lapse Licenses

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
41816	NICOLE HARDINGER	04-25-2006	03-31-2011	4/30/2011		TE
32231	MARK C HEINER	05-16-2002	03-31-2011	4/30/2011		TE
130988	TRACY B ARAVE	06-30-2006	03-31-2011	4/30/2011		TMR
32231	MARK C HEINER	05-16-2002	03-31-2011	4/30/2011		TMR
46278	JAY RHEL JARRARD	05-16-2002	03-31-2011	4/30/2011		TE

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Lapse Licenses

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
46278	JAY RHEL JARRARD	05-16-2002	03-31-2011	4/30/2011		TMR
46407	KATHLEEN ROSE-DERRICOTT	05-16-2002	03-31-2011	4/30/2011		TS
75798	ROBYN JOHNSON	05-16-2002	03-31-2011	4/30/2011		TE
79002	AMBER JUDD	07-15-2002	03-31-2011	4/30/2011		TE
99003	MELISSA L NEWELL	04-01-2004	03-31-2011	4/30/2011		TE
104259	DANIEL GLENN KORMYLO	07-22-2004	03-31-2011	4/30/2011		TE
104470	DOUGLAS W CROFTS	08-09-2004	03-31-2011	4/30/2011		TE
104470	DOUGLAS W CROFTS	08-09-2004	03-31-2011	4/30/2011		TS
124447	JENNIFER L JENSEN	01-27-2006	03-31-2011	4/30/2011		TE
124447	JENNIFER L JENSEN	01-27-2006	03-31-2011	4/30/2011		TMR
128654	FREDERICK J BABEL	05-15-2006	03-31-2011	4/30/2011		TE
127233	BERNITA MARIE LIGHTY	04-03-2006	03-31-2011	4/30/2011		TMR
133000	CHRISTINE S. BLISS	08-18-2006	03-31-2011	4/30/2011		TE
133000	CHRISTINE S. BLISS	08-18-2006	03-31-2011	4/30/2011		TS
1358365	JESSICA ANN WILLIAMSON	04-18-2008	03-31-2011	4/30/2011		TE
1358907	JAMIE JO COPIER	04-10-2008	03-31-2011	4/30/2011		TE
1361260	CANDACE NICOLE REID	04-24-2008	03-31-2011	4/30/2011		TMR
1363468	ASHLEY BURNETT	08-14-2008	03-31-2011	4/30/2011		TE
32231	MARK C HEINER	05-16-2002	03-31-2011	4/30/2011		TS

Title Individual Monthly Report

For the month of April, 2011

Reinstated License

Indv ID	Name	Issue Date	Expiration Date	Lapse Date	Reactivation Date	Qualification
138261	JONATHAN PRESTON THOMAS	01-02-2007	03-31-2013	4/30/2011	4/5/2011	TS
137793	MAILE PUA O` KINA CHU	04-04-2008	04-30-2012	5/30/2010	4/6/2011	TE
1377454	WENDY FRANDSEN DEBOER	11-06-2008	03-31-2013	4/30/2011	4/7/2011	TE
130214	WHITNEY D FITZEN	06-16-2006	03-31-2013	4/30/2011	4/25/2011	TMR
38942	MITCHELL MAUGHAN	05-16-2002	02-28-2013	3/30/2011	4/28/2011	TE
38942	MITCHELL MAUGHAN	05-16-2002	02-28-2013	3/30/2011	4/28/2011	TS
138261	JONATHAN PRESTON THOMAS	01-02-2007	03-31-2013	4/30/2011	4/5/2011	TE

Title Insurance Investigations
Open Investigations Summary Report

[illegible]

Title Insurance Investigations

[illegible]

**Title Insurance Investigations
Closed Investigation Summary Report**

Crossed Investigation Summary Report																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
I Case #	Date Opened	Date Closed	Elapsed Time	Reason Closed	31A-200, rights & remedies qualified	31A-201, foreign law remedies	31A-202, witness testimony, etc.	31A-203-107, character testimony, etc.	31A-204-112, inc. production	31A-205-204, speech rep.	31A-206-204, agency dep.	31A-207-206, making escrow	31A-208-206, funds	31A-209-209, mail ppc	31A-210-211, 1st report	31A-209-206, completed	31A-210-209, resolution	31A-211, notice	31A-212, 1st report	31A-213, 1st report	31A-214, 1st report	31A-215, 1st report	31A-216, 1st report	31A-217, 1st report	31A-218, 1st report	31A-219, 1st report	31A-220, 1st report	31A-221, 1st report	31A-222, 1st report	31A-223, 1st report	31A-224, 1st report	31A-225, 1st report	31A-226, 1st report	31A-227, 1st report	31A-228, 1st report	31A-229, 1st report	31A-230, 1st report	31A-231, 1st report	31A-232, 1st report	31A-233, 1st report	31A-234, 1st report	31A-235, 1st report	31A-236, 1st report	31A-237, 1st report	31A-238, 1st report	31A-239, 1st report	31A-240, 1st report	31A-241, 1st report	31A-242, 1st report	31A-243, 1st report	31A-244, 1st report	31A-245, 1st report	31A-246, 1st report	31A-247, 1st report	31A-248, 1st report	31A-249, 1st report	31A-250, 1st report	31A-251, 1st report	31A-252, 1st report	31A-253, 1st report	31A-254, 1st report	31A-255, 1st report	31A-256, 1st report	31A-257, 1st report	31A-258, 1st report	31A-259, 1st report	31A-260, 1st report	31A-261, 1st report	31A-262, 1st report	31A-263, 1st report	31A-264, 1st report	31A-265, 1st report	31A-266, 1st report	31A-267, 1st report	31A-268, 1st report	31A-269, 1st report	31A-270, 1st report	31A-271, 1st report	31A-272, 1st report	31A-273, 1st report	31A-274, 1st report	31A-275, 1st report	31A-276, 1st report	31A-277, 1st report	31A-278, 1st report	31A-279, 1st report	31A-280, 1st report	31A-281, 1st report	31A-282, 1st report	31A-283, 1st report	31A-284, 1st report	31A-285, 1st report	31A-286, 1st report	31A-287, 1st report	31A-288, 1st report	31A-289, 1st report	31A-290, 1st report	31A-291, 1st report	31A-292, 1st report	31A-293, 1st report	31A-294, 1st report	31A-295, 1st report	31A-296, 1st report	31A-297, 1st report	31A-298, 1st report	31A-299, 1st report	31A-300, 1st report	31A-301, 1st report	31A-302, 1st report	31A-303, 1st report	31A-304, 1st report	31A-305, 1st report	31A-306, 1st report	31A-307, 1st report	31A-308, 1st report	31A-309, 1st report	31A-310, 1st report	31A-311, 1st report	31A-312, 1st report	31A-313, 1st report	31A-314, 1st report	31A-315, 1st report	31A-316, 1st report	31A-317, 1st report	31A-318, 1st report	31A-319, 1st report	31A-320, 1st report	31A-321, 1st report	31A-322, 1st report	31A-323, 1st report	31A-324, 1st report	31A-325, 1st report	31A-326, 1st report	31A-327, 1st report	31A-328, 1st report	31A-329, 1st report	31A-330, 1st report	31A-331, 1st report	31A-332, 1st report	31A-333, 1st report	31A-334, 1st report	31A-335, 1st report	31A-336, 1st report	31A-337, 1st report	31A-338, 1st report	31A-339, 1st report	31A-340, 1st report	31A-341, 1st report	31A-342, 1st report	31A-343, 1st report	31A-344, 1st report	31A-345, 1st report	31A-346, 1st report	31A-347, 1st report	31A-348, 1st report	31A-349, 1st report	31A-350, 1st report	31A-351, 1st report	31A-352, 1st report	31A-353, 1st report	31A-354, 1st report	31A-355, 1st report	31A-356, 1st report	31A-357, 1st report	31A-358, 1st report	31A-359, 1st report	31A-360, 1st report	31A-361, 1st report	31A-362, 1st report	31A-363, 1st report	31A-364, 1st report	31A-365, 1st report	31A-366, 1st report	31A-367, 1st report	31A-368, 1st report	31A-369, 1st report	31A-370, 1st report	31A-371, 1st report	31A-372, 1st report	31A-373, 1st report	31A-374, 1st report	31A-375, 1st report	31A-376, 1st report	31A-377, 1st report	31A-378, 1st report	31A-379, 1st report	31A-380, 1st report	31A-381, 1st report	31A-382, 1st report	31A-383, 1st report	31A-384, 1st report	31A-385, 1st report	31A-386, 1st report	31A-387, 1st report	31A-388, 1st report	31A-389, 1st report	31A-390, 1st report	31A-391, 1st report	31A-392, 1st report	31A-393, 1st report	31A-394, 1st report	31A-395, 1st report	31A-396, 1st report	31A-397, 1st report	31A-398, 1st report	31A-399, 1st report	31A-400, 1st report	31A-401, 1st report	31A-402, 1st report	31A-403, 1st report	31A-404, 1st report	31A-405, 1st report	31A-406, 1st report	31A-407, 1st report	31A-408, 1st report	31A-409, 1st report	31A-410, 1st report	31A-411, 1st report	31A-412, 1st report	31A-413, 1st report	31A-414, 1st report	31A-415, 1st report	31A-416, 1st report	31A-417, 1st report	31A-418, 1st report	31A-419, 1st report	31A-420, 1st report	31A-421, 1st report	31A-422, 1st report	31A-423, 1st report	31A-424, 1st report	31A-425, 1st report	31A-426, 1st report	31A-427, 1st report	31A-428, 1st report	31A-429, 1st report	31A-430, 1st report	31A-431, 1st report	31A-432, 1st report	31A-433, 1st report	31A-434, 1st report	31A-435, 1st report	31A-436, 1st report	31A-437, 1st report	31A-438, 1st report	31A-439, 1st report	31A-440, 1st report	31A-441, 1st report	31A-442, 1st report	31A-443, 1st report	31A-444, 1st report	31A-445, 1st report	31A-446, 1st report	31A-447, 1st report	31A-448, 1st report	31A-449, 1st report	31A-450, 1st report	31A-451, 1st report	31A-452, 1st report	31A-453, 1st report	31A-454, 1st report	31A-455, 1st report	31A-456, 1st report	31A-457, 1st report	31A-458, 1st report	31A-459, 1st report	31A-460, 1st report	31A-461, 1st report	31A-462, 1st report	31A-463, 1st report	31A-464, 1st report	31A-465, 1st report	31A-466, 1st report	31A-467, 1st report	31A-468, 1st report	31A-469, 1st report	31A-470, 1st report	31A-471, 1st report	31A-472, 1st report	31A-473, 1st report	31A-474, 1st report	31A-475, 1st report	31A-476, 1st report	31A-477, 1st report	31A-478, 1st report	31A-479, 1st report	31A-480, 1st report	31A-481, 1st report	31A-482, 1st report	31A-483, 1st report	31A-484, 1st report	31A-485, 1st report	31A-486, 1st report	31A-487, 1st report	31A-488, 1st report	31A-489, 1st report	31A-490, 1st report	31A-491, 1st report	31A-492, 1st report	31A-493, 1st report	31A-494, 1st report	31A-495, 1st report	31A-496, 1st report	31A-497, 1st report	31A-498, 1st report	31A-499, 1st report	31A-500, 1st report	31A-501, 1st report	31A-502, 1st report	31A-503, 1st report	31A-504, 1st report	31A-505, 1st report	31A-506, 1st report	31A-507, 1st report	31A-508, 1st report	31A-509, 1st report	31A-510, 1st report	31A-511, 1st report	31A-512, 1st report	31A-513, 1st report	31A-514, 1st report	31A-515, 1st report	31A-516, 1st report	31A-517, 1st report	31A-518, 1st report	31A-519, 1st report	31A-520, 1st report	31A-521, 1st report	31A-522, 1st report	31A-523, 1st report	31A-524, 1st report	31A-525, 1st report	31A-526, 1st report	31A-527, 1st report	31A-528, 1st report	31A-529, 1st report	31A-530, 1st report	31A-531, 1st report	31A-532, 1st report	31A-533, 1st report	31A-534, 1st report	31A-535, 1st report	31A-536, 1st report	31A-537, 1st report	31A-538, 1st report	31A-539, 1st report	31A-540, 1st report	31A-541, 1st report	31A-542, 1st report	31A-543, 1st report	31A-544, 1st report	31A-545, 1st report	31A-546, 1st report	31A-547, 1st report	31A-548, 1st report	31A-549, 1st report	31A-550, 1st report	31A-551, 1st report	31A-552, 1st report	31A-553, 1st report	31A-554, 1st report	31A-555, 1st report	31A-556, 1st report	31A-557, 1st report	31A-558, 1st report	31A-559, 1st report	31A-560, 1st report	31A-561, 1st report	31A-562, 1st report	31A-563, 1st report	31A-564, 1st report	31A-565, 1st report	31A-566, 1st report	31A-567, 1st report	31A-568, 1st report	31A-569, 1st report	31A-570, 1st report	31A-571, 1st report	31A-572, 1st report	31A-573, 1st report	31A-574, 1st report	31A-575, 1st report	31A-576, 1st report	31A-577, 1st report	31A-578, 1st report	31A-579, 1st report	31A-580, 1st report	31A-581, 1st report	31A-582, 1st report	31A-583, 1st report	31A-584, 1st report	31A-585, 1st report	31A-586, 1st report	31A-587, 1st report	31A-588, 1st report	31A-589, 1st report	31A-590, 1st report	31A-591, 1st report	31A-592, 1st report	31A-593, 1st report	31A-594, 1st report	31A-595, 1st report	31A-596, 1st report	31A-597, 1st report	31A-598, 1st report	31A-599, 1st report	31A-600, 1st report	31A-601, 1st report	31A-602, 1st report	31A-603, 1st report	31A-604, 1st report	31A-605, 1st report	31A-606, 1st report	31A-607, 1st report	31A-608, 1st report	31A-609, 1st report	31A-610, 1st report	31A-611, 1st report	31A-612, 1st report	31A-613, 1st report	31A-614, 1st report	31A-615, 1st report	31A-616, 1st report	31A-617, 1st report	31A-618, 1st report	31A-619, 1st report	31A-620, 1st report	31A-621, 1st report	31A-622, 1st report	31A-623, 1st report	31A-624, 1st report	31A-625, 1st report	31A-626, 1st report	31A-627, 1st report	31A-628, 1st report	31A-629, 1st report	31A-630, 1st report	31A-631, 1st report	31A-632, 1st report	31A-633, 1st report	31A-634, 1st report	31A-635, 1st report	31A-636, 1st report	31A-637, 1st report	31A-638, 1st report	31A-639, 1st report	31A-640, 1st report	31A-641, 1st report	31A-642, 1st report	31A-643, 1st report	31A-644, 1st report	31A-645, 1st report	31A-646, 1st report	31A-647, 1st report	31A-648, 1st report	31A-649, 1st report	31A-650, 1st report	31A-651, 1st report	31A-652, 1st report	31A-653, 1st report	31A-654, 1st report	31A-655, 1st report	31A-656, 1st report	31A-657, 1st report	31A-658, 1st report	31A-659, 1st report	31A-660, 1st report	31A-661, 1st report	31A-662, 1st report	31A-663, 1st report	31A-664, 1st report	31A-665, 1st report	31A-666, 1st report	31A-667, 1st report	31A-668, 1st report	31A-669, 1st report	31A-670, 1st report	31A-671, 1st report	31A-672, 1st report	31A-673, 1st report	31A-674, 1st report	31A-675, 1st report	31A-676, 1st report	31A-677, 1st report	31A-678, 1st report	31A-679, 1st report	31A-680, 1st report	31A-681, 1st report	31A-682, 1st report	31A-683, 1st report	31A-684, 1st report	31A-685, 1st report	31A-686, 1st report	31A-687, 1st report	31A-688, 1st report	31A-689, 1st report	31A-690, 1st report	31A-691, 1st report	31A-692, 1st report	31A-693, 1st report	31A-694, 1st report	31A-695, 1st report	31A-696, 1st report	31A-697, 1st report	31A-698, 1st report	31A-699, 1st report	31A-700, 1st report	31A-701, 1st report	31A-702, 1st report	31A-703, 1st report	31A-704, 1st report	31A-705, 1st report	31A-706, 1st report	31A-707, 1st report	31A-708, 1st report	31A-709, 1st report	31A-710, 1st report	31A-711, 1st report	31A-712, 1st report	31A-713, 1st report	31A-714, 1st report	31A-715, 1st report	31A-716, 1st report	31A-717, 1st report	31A-718, 1st report	31A-719, 1st report	31A-720, 1st report	31A-721, 1st report	31A-722, 1st report	31A-723, 1st report	31A-724, 1st report	31A-725, 1st report	31A-726, 1st report	31A-727, 1st report	31A-728, 1st report	31A-729, 1st report	31A-730, 1st report	31A-731, 1st report	31A-732, 1st report	31A-733, 1st report	31A-734, 1st report	31A-735, 1st report	31A-736, 1st report	31A-737, 1st report	31A-738, 1st report	31A-739, 1st report	31A-740, 1st report	31A-741, 1st report	31A-742, 1st report	31A-743, 1st report	31A-744, 1st report	31A-745, 1st report	31A-746, 1st report	31A-747, 1st report	31A-748, 1st report	31A-749, 1st report	31A-750, 1st report	31A-751, 1st report	31A-752, 1st report	31A-753, 1st report	31A-754, 1st report	31A-755, 1st report	31A-756, 1st report	31A-757, 1st report	31A-758, 1st report	31A-759, 1st report	31A-760, 1st report	31A-761, 1st report	31A-762, 1st report	31A-763, 1st report	31A-764, 1st report	31A-765, 1st report	31A-766, 1st report	31A-767, 1st report	31A-768, 1st report	31A-769, 1st report	31A-770, 1st report	31A-771, 1st report	31A-772, 1st report	31A-773, 1st report	31A-774, 1st report	31A-775, 1st report	31A-776, 1st report	31A-777, 1st report	31A-778, 1st report	31A-779, 1st report	31A-780, 1st report	31A-781, 1st report	31A-782, 1st report	31A-783, 1st report	31A-784, 1st report	31A-785, 1st report	31A-786, 1st report	31A-787, 1st report	31A-788, 1st report	31A-789, 1st report	31A-790, 1st report	31A-791, 1st report	31A-792, 1st report	31A-793, 1st report	31A-794, 1st report	31A-795, 1st report	31A-796, 1st report	31A-797, 1st report	31A-798, 1st report	31A-799, 1st report	31A-800, 1st report	31A-801, 1st report	31A-802, 1st report	31A-803, 1st report	31A-804, 1st report	31A-805, 1st report	31A-806, 1st report	31A-807, 1st report	31A-808, 1st report	31A-809, 1st report	31A-810, 1st report	31A-811, 1st report	31A-812, 1st report	31A-813, 1st report	31A-814, 1st report	31A-815, 1st report	31A-816, 1st report	31A-817, 1st report	31A-818, 1st report	31A-819, 1st report	31A-820, 1st report	31A-821, 1st report	31A-822, 1st report	31A-823, 1st report	31A-824, 1st report	31A-825, 1st report	31A-826, 1st report	31A-827, 1st report	31A-828, 1st report	31A-829, 1st report	31A-830, 1st report	31A-831, 1st report	31A-832, 1st report	31A-833, 1st report	31A-834, 1st report	31A-835, 1st report	31A-836, 1st report	31A-837, 1st report	31A-838, 1st report	31A-839, 1st report	31A-840, 1st report	31A-841, 1st report	31A-842, 1st report	31A-843, 1st report	31A-844, 1st report	31A-845, 1st report	31A-846, 1st report	31A-847, 1st report	31A-848, 1st report	31A-849, 1st report	31A-850, 1st report	31A-851, 1st report	31A-852, 1st report	31A-853, 1st report	31A-854, 1st report	31A-855, 1st report	31A-856, 1st report	31A-857, 1st report	31A-858, 1st report	31A-859, 1st report	31A-860, 1st report	31A-861, 1st report	31A-862, 1st report	31A-863, 1st report	31A-864, 1st report	31A-865, 1st report	31A-866, 1st report	31A-867, 1st report	31A-868, 1st report	31A-869, 1st report	31A-870, 1st report	31A-871, 1st report	31A-872, 1st report	31A-873, 1st report	31A-874, 1st report	31A-875, 1st report	31A-876, 1st report	31A-877, 1st report	31A-878, 1st report	31A-879, 1st report	31A-880, 1st report	31A-881, 1st report	31A-882, 1st report	31A-883, 1st report	31A-884, 1st report	31A-885, 1st report	31A-886, 1st report	31A-887, 1st report	31A-888, 1st report	31A-889, 1st report	31A-890, 1st report	31A-891, 1st report	31A-892, 1st report	31A-893, 1st report	31A-894, 1st report	31A-895, 1st report	31A-896, 1st report	31A-897, 1st report	31A-898, 1st report	31A-899, 1st report	31A-900, 1st report	31A-901, 1st report	31A-902, 1st report	31A-903, 1st report	31A-904, 1st report	31A-905, 1st report	31A-906, 1st report	31A-907, 1st report	31A-908, 1st report	31A-909, 1st report	31A-910, 1st report	31A-911, 1st report	31A-912, 1st report	31A-913, 1st report	31A-914, 1st report	31A-915, 1st report	31A-916, 1st report	31A-917, 1st report	31A-918, 1st report	31A-919, 1st report	31A-920, 1st report	31A-921, 1st report</

**Title Insurance Investigations
Open and Closed Per Month
Report**

	Opened	Closed		Opened	Closed
January	7	4	January	6	4
February	20	26	February	5	5
March	11	41	March	14	13
April	19	25	April	22	26
May	20	7	May		
June	20	39	June		
July	26	17	July		
August	24	21	August		
September	15	55	September		
October	14	15	October		
November	25	17	November		
December	11	55	December		
Totals for 2008	212	322	Totals for 2011	47	48
January	8	31	January		
February	13	15	February		
March	4	12	March		
April	10	5	April		
May	5	5	May		
June	16	25	June		
July	6	7	July		
August	15	17	August		
September	31	22	September		
October	20	18	October		
November	7	11	November		
December	10	9	December		
Totals for 2009	145	177	Totals for 2012	0	0
January	10	9	January		
February	7	22	February		
March	17	17	March		
April	2	0	April		
May	3	15	May		
June	23	22	June		
July	0	2	July		
August	0	6	August		
September	3	0	September		
October	5	2	October		
November	20	5	November		
December	16	26	December		
Totals for 2010	106	126	Totals for 2013	0	0

**Title Insurance Consumer Complaints
Open and Closed Per Month Report**

	Open	Closed		Open	Closed
January	1	0	January	2	1
February	1	1	February	1	1
March	3	2	March	15	11
April	5	2	April	0	1
May	0	5	May		
June	1	1	June		
July	0	1	July		
August	2	1	August		
September	1	0	September		
October	0	3	October		
November	1	0	November		
December	0	1	December		
Total 2008	15	17	Total 2011	18	14
January	0	0	January		
February	0	1	February		
March	0	0	March		
April	0	0	April		
May	1	0	May		
June	0	1	June		
July	0	0	July		
August	1	0	August		
September	0	0	September		
October	0	1	October		
November	0	0	November		
December	1	2	December		
Total for 2009	3	5	Total for 2012	0	0
January	1	0	January		
February	1	2	February		
March	0	0	March		
April	0	0	April		
May	1	0	May		
June	0	0	June		
July	0	0	July		
August	1	2	August		
September	0	0	September		
October	0	0	October		
November	3	1	November		
December	0	1	December		
Total for 2010	7	6	Total for 2013	0	0

Title Insurance Consumer Complaints

Open and Closed Consumer Complaint Summary Report

Case #	Date Open	Date closed	Complaint	CSA	
58109	1/25/2010	2/25/2010	HO premium not paid at closing	Meldee	JUSTIFIED
58202	2/22/2010	2/22/2010	title complaint, feels title company didn't uncover/disclose hazards for clear title and sale of home - flood insurance requirements	Sandy	UNJUSTIFIED
58434	5/19/2010	8/19/2010	Condo Ins not pd at closing	Meldee	UNJUSTIFIED
58624	8/10/2010	8/10/2010	Mechanics liens recorded on property after closing	Sandy	Withdrawn
58832	11/8/2010	11/16/2010	Title agency did not the seller's delinquent dues paid	Meldee	UNJUSTIFIED
58852	11/15/2010	2/9/2011	Lender complaint. Trust deed not recorded	Meldee	UNJUSTIFIED
58865	11/18/2010	12/9/2010	not supplying title ins or deed to the property	Sandy	UNJUSTIFIED
59045	1/3/2011	1/10/2011	Liens wer not cleared at closing	Sandy	
59067	1/6/2011	2/9/2011	Trust Deed not recorded	Meldee	UNJUSTIFIED
59162	2/1/2011	2/1/2011	Property not recorded properly by agent	Meldee	JUSTIFIED
59272	3/7/2011	4/26/2011	title complaint	Meldee	

Title Insurance Enforcement Report

E-Case #	Date Opened	Recommended Action	Action taken	Action Date	Closed Date
2174	5/20/08	Hearing	Prosecutor for drafting	9/8/08	
			Respondent for signature	6/23/10	
			Hearing rescheduled for April		
2331	12/22/08	Default Revocation	Prosecutor for drafting		
			Respondent for signature		
			Revocation		
2405	4/15/09	Appeal Reversed	Under Review	5/31/10	
			Awaiting Fine	12/14/10	
			Fine \$1000, 6 mos prob.	pd addl \$1000	
2423	5/14/09	Complaint	Prosecutor for drafting	6/9/10	
			Hearing		
			Dismissed	9/23/10	
2521	9/23/09	Informal Action	Sent to Respondent	9/30/09	
			Order to show cause	3/2/10	
			Additional Fine	3/31/10	
2548	10/26/09	Dismissed	Prosecutor for drafting	4/8/10	
			Respondent for signature		
			Dismissed	9/29/10	
2549	10/26/09	Dismissed	Prosecutor for drafting	4/8/10	
			Respondent for signature		
			Dismissed		
2564	11/5/09	Stipulation and Order	Prosecutor for drafting	5/17/10	
			S&O offer \$5000	9/23/10	
			full fine paid	2/9/11	
2566	11/9/09	Stipulation and Order	S&O Mailed to new address	11/23/10	
			Revoked	4/25/11	
2572	11/17/09	Hearing	Sent to Respondent	2/4/10	
			Hearing set	8/2/10	
			Fine Paid	11/9/10	
2598	12/22/09	Stipulation and Order	Prosecutor for drafting	12/22/09	
			Complaint Mailed	2/15/11	
			Fine Paid	4/21/11	
2621	1/12/10	Dismissed	Sent to Respondent	2/4/10	
			Pre-hearing set	8/10/10	
			Dismissed	9/14/10	
2623	1/12/10	Complaint	Sent to Respondent	2/4/10	
			Withdrawn	7/1/10	

Title Insurance Enforcement Report

E-Case #	Date Opened	Recommended Action	Action taken	Action Date	Closed Date
2624	1/12/10	Complaint	Sent to Respondent	2/4/10	5/4/2011
			Default Order	9/20/10	
			Dismissed	5/4/11	
2637	2/18/10	Stipulation and Order	Prosecutor for drafting	3/4/10	9/2/2010
			Respondent for signature	4/19/10	
			Penalty imposed by commission	Paid	
2638	2/18/10	Complaint	Prosecutor for drafting	4/20/10	12/13/2010
			Notice of hearing 10/19	9/14/10	
			Fine \$500 Pd	12/13/10	
2651	3/11/10	Stipulation and Order	Prosecutor for drafting	3/15/10	7/21/2010
			Respondent for signature	4/26/10	
			Fine received	7/21/10	
2659	3/24/10	Complaint	Sent to Respondent	4/12/10	7/12/2010
			Hearing scheduled	6/22/10	
			Signed by Judge	Revoked	
2664	4/1/10	Complaint for revocation	Sent to Respondent		12/2/2010
			Warning Letter	Closed	
2687	6/2/10	Informal Action	Sent to Respondent		11/10/2010
			Docs received	Closed	
2701	6/2/10	Informal Action	Sent to Respondent	7/7/10	7/14/2010
			Accepted by respondent	7/14/10	
2702	6/2/10	Informal Action	Sent to Respondent	7/7/10	9/22/2010
			Last pmt made	9/20/10	
2703	6/2/10	Informal Action	Resent to Respondent	9/20/10	
			Returned mail no forwarding	12/6/10	
2704	7/7/10	Stipulation and Order	Sent to Respondent	9/8/10	
			S&O received	9/13/10	
			6th of 10 was paid	4/5/11	
2718	8/24/10	Informal Action	Sent to Respondent	8/31/10	9/16/2010
			Fine Paid \$1750	9/16/10	
2734	11/2/10	Stipulation and Order	Mailed S&O	12/13/10	
			Complaint drafted for non-signature S&O	3/17/11	
2769	1/20/11	Stipulation and Order	Gale for signature	3/31/11	4/11/2011
			\$5000 pd	4/11/11	
2778	2/1/11	Stipulation and Order	Sent to Respondent	3/8/11	
			Gale for signature	3/21/11	
			Fine \$1500/in 3 pmts		
2812	3/16/11	Complaint	to Gale	3/16/11	

Title Insurance Enforcement Report

E-Case #	Date Opened	Recommended Action	Action taken	Action Date	Closed Date
2813	3/16/11	Complaint	To Gale	3/16/11	
2822	3/29/11	Informal Action	Public Letter of Admonition	3/29/11	
					3/29/2011
2833	4/6/11	Stip and Order	To Gale	4/6/11	
2834	4/6/11	Stip & Order	To Gale	4/6/11	
2839	4/14/11	Informal Proceeding	Notice sent	4/26/11	
2840	4/14/11	Informal Proceeding	Notice sent	4/26/11	
2841	4/18/11	Stp & Order	To Gale	4/18/11	
2842	4/18/11	Stip and Order	To Gale	5/2/2011	
2844	4/18/11	Informal Action	Notice sent	4/26/11	
2848	4/19/11	Infomal Action	Notice sent	4/26/11	
2849	4/19/11	Informal Action	Notice sent	4/26/11	
2850	4/19/11	Informal Action	Notice sent	4/26/11	
2852	4/20/11	Informal Action	Notice Sent	4/26/2011	
2853	4/20/11	Informal Action	Notice sent	4/26/2011	

Title Insurance Enforcement Report

E-Case #	Date Opened	Recommended Action	Action taken	Action Date	Closed Date
2854	4/20/11	Informal Action	Notice Sent	4/26/2011	
2855	4/20/11	Informal Action	Notice sent	4/26/11	
2856	4/20/11	Informal Action	Notice sent	4/26/11	
2857	4/20/11	Informal Action	Notice sent	4/20/2011	
2858	4/20/11	Informal Action	Notice sent	4/26/11	
2859	4/20/11	Informal Action	Notice sent	4/26/11	
2874	5/2/11	Stip & Order	To Gale	5/2/11	
2875	5/2/11	Stip & Order	To Gale	5/2/11	

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BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF UTAH

COMPLAINANT: UTAH INSURANCE DEPARTMENT RESPONDENT: JAMES TYLER HOLDEN 5732 South 1475 East, Suite 100 South Ogden, UT 84403 License 216762	STIPULATION AND ORDER Docket No. 2011-062 LC Enf. Case No. 2786
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STIPULATION

1. Respondent, James Tyler Holden ("Holden") is an active licensed title agent in the State of Utah, holding License No. 216762.
2. Respondent stipulates with the Complainant, Utah Insurance Department, as follows:
 - a. If a hearing were held, witnesses called by the Complainant could offer and introduce evidence that would support the Findings of Fact herein;
 - b. Respondent admits the Findings of fact and Conclusions made therefrom;
 - c. Respondent stipulates to the Summary entry of the Order herein which

shall be in lieu of other administrative proceedings by Complainant in this matter; and

- d. Respondent and Complainant have negotiated the terms of the Order entered herein and Respondent agrees to its entry and further agrees to be bound by all its terms.

3. Respondent is aware of his right to a hearing at which he may be represented by counsel, present evidence and cross-examine witnesses. Respondent has irrevocably waived his right to such hearing and to any appeal related thereto.


4. Respondent admits the jurisdiction of the State of Utah Insurance Commissioner as to all matters herein.

5. Respondent is acting herein free from any duress or coercion of any kind or nature, having been advised fully as to his rights set forth herein.

6. Respondent acknowledges that the issuance of this Order by the Commissioner is solely for purpose of disposition of the matter entitled herein.

DATED this 27th day of APRIL, 2011.


JAMES TYLER HOLDEN


UTAH INSURANCE DEPARTMENT
M. Gale Lemmon
Assistant Attorney General

Based upon the foregoing Stipulation and information in the file, the Presiding Office makes the following Findings of Fact:

FINDINGS OF FACT

1. On or about December 6, 2010, the department generated a list of all agency and individual title producers who had reinstated their licenses during November, 2010. A review of department data revealed that Respondent Holden, whose license had lapsed on August 31, 2010, reinstated his license on November 15, 2010.

2. Due to the lapse in license, Respondent's association with Mountain View Title & Escrow, Inc. was terminated on August 31, 2010.

3. On November 20, 2010 a market conduct examiner sent a request to Respondent requesting a narrative statement regarding any title insurance business conducted during the period September 1, 2010, through November 15, 2010.

4. On or about December 28, 2010, Respondent Holden responded with a written reply. Respondent stated that he had been involved in 26 closings during the time period, but also stated that during the time, any closings to which he was assigned were "prepared and funded by other parties in the company." He said he did not prepare documents, deposit or disburse funds, and only notarized documents for recording. He further stated that he took no part in the recording or policy preparation process.

5. The HUD-1 documents, however, indicated James Tyler Holden as the closing settlement agent.

6. On November 22, 2010, the Utah State Tax Commission filed a tax warrant (judgment), Second District civil number 106907963, against Respondent in the amount of \$641.43 for tax year 2005.

Based upon the foregoing Stipulation and Findings of Fact, the Presiding Officer enters the following Conclusions of Law:

CONCLUSIONS OF LAW

1. Utah Code Ann. § 31A-23a-103 states as follows:

(1) (a) Unless exempted from the licensing requirement under Section **31A-23a-201** or **31A-23a-207**, a person may not perform, offer to perform, or advertise any service as a producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary in Utah, without a valid individual or agency license issued under this chapter.

(b) A valid license includes at least one license type and one line of authority pertaining to that license type.

(c) A person may not utilize the services of another as a producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary if that person knows or should know that the other does not have a license as required by law.

(2) This part may not be construed to require an insurer to obtain an insurance producer license.

(3) An insurance contract is not invalid as a result of a violation of this section.

2. Utah Code Ann. § 31A-2-302(6), requires that all information submitted to the Commissioner to be accurate and complete.

3. Utah Code Ann. § 31A-23a-111 states in part that if the Commissioner makes a finding as part of an administrative adjudication, the Commissioner may revoke or suspend a license if the licensee does not pay a final judgment rendered against that person in the State of Utah within 60 days of the judgment becoming final.

4. Respondent was in violation of Section 31A-23a-103 when he conducted 26 closings between September 1, 2010 and November 15, 2010 without an active license or association.

5. Respondent violated Section 31A-2-202 by submitting false, inaccurate, and incomplete information in his written statement.

6. Respondent Holden agrees that an administrative forfeiture in the amount of \$3,000.00 and probation for 12 months is appropriate.

Based upon the foregoing Stipulation, Findings of Fact and Conclusions of Law, the Presiding Officer herewith enters the following recommended Order:

RECOMMENDED ORDER


IT IS RECOMMENDED THAT THE TITLE AND ESCROW COMMISSION IMPOSE THE FOLLOWING PENALTY:

1. Respondent James Tyler Holden be assessed an administrative forfeiture in the amount of \$3,000.00 to be paid to the Department of Insurance within 30 days of the adoption of this Order by the Title and Escrow Commission.

2. Respondent be placed on probation for a period of 12 months. The terms of probation are that (1) Respondent shall pay the \$3,000.00 forfeiture in a timely manner; (2) Respondent shall pay the \$641.43 judgment filed by the Utah State Tax Commission; and (3) Respondent shall have no further violations of the Utah Insurance Code, Department Rules, or any order of the Commissioner.

DATED this 8th day of May, 2011.

NEAL T. GOOCH
Insurance Commissioner


MARK E. KLEINFELD, Presiding Officer
Utah Insurance Department
State Office Building, Room 3110
Salt Lake City, Utah 84114
Telephone: (801) 538-3800

ADOPTION OF RECOMMENDED ORDER AND IMPOSITION OF PENALTY

By a vote of _____ to _____, taken in open meeting on this date, the Title and Escrow Commission hereby adopts the recommended order of the presiding officer and imposes the penalty recommended herein above.

DATED this _____ day of _____, 2011.

CORTLUND G. ASHTON, Chairman
Title and Escrow Commission

M. GALE LEMMON #4363
Assistant Attorney General
MARK L. SHURTLEFF #4666
Attorney General
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RECEIVED

APR 28 2011

UTAH STATE
INSURANCE DEPT

BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF UTAH

COMPLAINANT: UTAH INSURANCE DEPARTMENT RESPONDENT: MOUNTAIN VIEW TITLE & ESCROW, INC. 5732 South 1475 East, Suite 100 Ogden, UT 84403 License No. 2164	STIPULATION AND ORDER Docket No. 2011-063 PC Enf. Case No. 2787
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STIPULATION

1. Respondent, Mountain View Title & Escrow, Inc. is an active licensed title agency in the State of Utah, holding License No. 2164.
2. Respondent stipulates with the Complainant, Utah Insurance Department, as follows:
 - a. If a hearing were held, witnesses called by the Complainant could offer and introduce evidence that would support the Findings of Fact herein;
 - b. Respondent admits the Findings of fact and Conclusions made therefrom;
 - c. Respondent stipulates to the Summary entry of the Order herein which

shall be in lieu of other administrative proceedings by Complainant in this matter; and

- d. Respondent and Complainant have negotiated the terms of the Order entered herein and Respondent agrees to its entry and further agrees to be bound by all its terms.

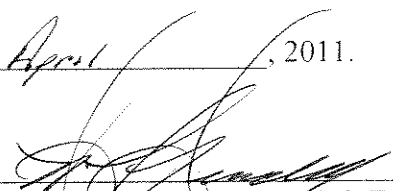
3. Respondent is aware of its right to a hearing at which it may be represented by counsel, present evidence and cross-examine witnesses. Respondent has irrevocably waived its right to such hearing and to any appeal related thereto.


4. Respondent admits the jurisdiction of the State of Utah Insurance Commissioner as to all matters herein.

5. Respondent is acting herein free from any duress or coercion of any kind or nature, having been advised fully as to its rights set forth herein.

6. Respondent acknowledges that the issuance of this Order by the Commissioner is solely for purpose of disposition of the matter entitled herein.

DATED this 25 day of April, 2011.


MOUNTAIN VIEW TITLE & ESCROW, INC
Michael L. Hendry, President


UTAH INSURANCE DEPARTMENT
M. Gale Lemmon
Assistant Attorney General

Based upon the foregoing Stipulation and information in the file, the Presiding Office makes the following Findings of Fact:

FINDINGS OF FACT

1. On or about December 6, 2010, the department generated a list of all agency and individual title producers who had reinstated their licenses during November, 2010. A review of department data revealed that one of Respondent's agents, James T. Holden, had allowed his license to lapse on August 31, 2010. The license was not reinstated until November 15, 2010.

2. Due to the lapse in license, Holden's association with Respondent terminated on August 31, 2010.

3. On November 20, 2010 a market conduct examiner sent a request to Holden requesting a narrative statement regarding any title insurance business conducted on behalf of Respondent during the period September 1, 2010, through November 15, 2010.

4. On or about December 28, 2010, Holden responded with a written reply. Holden stated that he had been involved in 26 closings on behalf of Respondent during the time period.

5. The HUD-1 documents also indicated Respondent allowed an unlicensed escrow officer, Holden, to conduct 26 closings.

6. When contacted by the market conduct examiner, Respondent was cooperative and helpful in the investigation, and provided the examiner with requested documents. Respondent did have a policy in place to note all producers up for renewal, however in 2006 Respondent was fined \$6,000.00 for allowing business to be conducted by an unlicensed/unassociated producer.

6. Respondent agrees to an administrative forfeiture and agrees to submit a comprehensive business plan to the Department outlining specific policies and procedures regarding timely renewal of the agency and individual licensees associated with the agency.

Based upon the foregoing Stipulation and Findings of Fact, the Presiding Officer enters the following Conclusions of Law:

CONCLUSIONS OF LAW

1. Utah Code Ann. § 31A-23a-103 states as follows:

- (1) (a) Unless exempted from the licensing requirement under Section **31A-23a-201** or **31A-23a-207**, a person may not perform, offer to perform, or advertise any service as a producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary in Utah, without a valid individual or agency license issued under this chapter.
- (b) A valid license includes at least one license type and one line of authority pertaining to that license type.
- (c) A person may not utilize the services of another as a producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary if that person knows or should know that the other does not have a license as required by law.
- (2) This part may not be construed to require an insurer to obtain an insurance producer license.
- (3) An insurance contract is not invalid as a result of a violation of this section.

2. Utah Code Ann. § 31A-23a-302 states in part:

- (1) An agency shall designate an individual that has an individual producer, limited line producer, customer service representative, consultant, managing general agent, or reinsurance intermediary license to act on the agency's behalf in order for the licensee to do business for the agency in this state. . . .
- (7) (a) When a license is held by an agency, both the agency itself and any individual designated under the agency license shall be considered to be the holder of the agency license for purposes of this section.

3. Respondent violated the above provisions when it allowed an unlicensed individual to conduct 26 closings on its behalf.

4. An administrative forfeiture in the amount of \$2,500 is appropriate.

Based upon the foregoing Stipulation, Findings of Fact and Conclusions of Law, the Presiding Officer herewith enters the following recommended Order:

RECOMMENDED ORDER

IT IS RECOMMENDED THAT THE TITLE AND ESCROW COMMISSION IMPOSE THE FOLLOWING PENALTY:

1. Respondent Mountain View Title & Escrow, Inc. be assessed an administrative forfeiture in the amount of \$2,500 to be paid to the Department of Insurance within 30 days of the adoption of this Order by the Title and Escrow Commission.

2. Respondent is ordered to prepare and submit within 30 days a comprehensive business plan to the Department that outlines specific policies and procedures with regards to the timely renewal of the agency and individual licensees associated with the agency.

DATED this 3rd day of May, 2011.

NEAL T. GOOCH
Insurance Commissioner



MARK E. KLEINFELD
Administrative Law Judge
Utah Insurance Department
State Office Building, Room 3110
Salt Lake City, Utah 84114
Telephone: (801) 538-3800

ADOPTION OF RECOMMENDED ORDER AND IMPOSITION OF PENALTY

By a vote of _____ to _____, taken in open meeting on this date, the Title and Escrow Commission hereby adopts the recommended order of the presiding officer and imposes the penalty recommended herein above.

DATED this _____ day of _____, 2011.

CORTLUND G. ASHTON, Chairman
Title and Escrow Commission

R5902. Insurance, [Administration] Title and Escrow Commission.

R590-99. Delay or Failure to Record Documents and the Insuring of Properties with the False Appearance of Unmarketability as Unfair Title Insurance Practices.

[R590-99]R592-14-1. Authority.

~~This rule is promulgated by the Title and Escrow Commission pursuant to [the general authority vested in the commissioner by Section 31A-2-404(2).201(2)(3) to make reasonable rules necessary for, or as an aid to, the effectuation of any provision of the Utah Insurance Code, and pursuant to the specific authority of Section 31A-23a-402 allowing the commissioner to prescribe a classification of material inducements constituting unlawful trade practices, and to define unfair or deceptive acts or practices prohibited in the business of insurance.]~~

[R590-99]R592-14-2. Purpose and Scope.

~~[Title insurance is designed to provide indemnification against loss, including a loss resulting from a determination of unmarketability of the insured's interest in real property. The burden of proving any loss, together with the measure of damages, is the obligation of the insured. Normally, a claim of unmarketability of title or a claim involving a "defect, lien or encumbrance" not excluded from coverage will arise in connection with a proposed sale or loan requiring a review of the insured property as to current marketability. The insured owner, as a potential seller or borrower, may then be placed in the position of being forced or coerced into dealing only with his prior insurer or agent purely as the result of time constraints in meeting the requirements of his transaction, and as the only practical alternative to processing his claim and proving his damage as an insured under his existing coverage. The commissioner is advised and is aware that, in some instances, this circumstance has resulted from the]~~ (1) The purpose of this rule is to prohibit intentional delay, neglect or refusal by insurers, through their agents, to record or deliver for recording documentation necessary to support policy insuring provisions, resulting in the false appearance of unmarketability, in the record only, of property which would otherwise be marketable. This practice is deemed to be an unfair or deceptive act or practice detrimental to free competition in the business of insurance and injurious to the public.

(2) This rule applies to all title insurers and producers.

[R590-99]R592-14-3. Definitions.

For the purpose of this rule, the ~~[commissioner]~~ Commission adopts the definitions as particularly set forth in Section 31A-1-301 and in addition the following:

A. "Document" means any instrument in writing relating to real property described in any title insurance policy, contract or commitment, and reasonably required for the support of the insuring provisions.

B. "Record" means to cause to be delivered to the county recorder, or other public official as may be appropriate, any document in the possession or control of any title insurance company or title insurance agent for which a request to record has been made by an insured party.

[R590-99]R592-14-4. Definition and Classification of Unfair or Deceptive Practices and Material Inducements.

A. Any knowing conduct by a title insurance company or title insurance agent which results in the failure, neglect, refusal to record, or to obtain for recording, any document which, unless recorded, results in the apparent unmarketability of title or a title which may not be insurable by another insurer, is defined as an unfair or deceptive act or practice as prohibited by Section 31A-23a-402.

B. The issuance or agreement to issue title insurance, or the affirmation of current marketability of title, when the possible recording of documents of title has not occurred, and the record does not manifest a title which would be insurable according to generally accepted title insurance standards, is classified and proscribed as an advantage and material inducement to obtaining title insurance business as prohibited under Section 31A-23a-402(2)(c)(i) (D).

R592-14-5. Enforcement Date.

The commissioner will begin enforcing this rule upon the rule's effective date.

[R590-99-5]R592-14-6. Severability.

If any provision or clause of this rule or the application of it to any person or circumstance is for any reason held to be invalid, the remainder of the rule and the application of this provision to other persons or circumstances may not be affected by it.

KEY: insurance law

Date of Enactment or Last Substantive Amendment: [1994]2011

Notice of Continuation: January 27, 2007

**Authorizing, and Implemented or Interpreted Law: 31A-2-[201]404;
[31A-23-302]**

R590. Insurance, Administration.

R590-99. Delay or Failure to Record Documents and the Insuring of Properties with the False Appearance of Unmarketability as Unfair Title Insurance Practices.

R590-99-1. Authority.

This rule is promulgated pursuant to the general authority vested in the commissioner by Section 31A-2-201(2)(3) to make reasonable rules necessary for, or as an aid to, the effectuation of any provision of the Utah Insurance Code, and pursuant to the specific authority of Section 31A-23a-402 allowing the commissioner to prescribe a classification of material inducements constituting unlawful trade practices, and to define unfair or deceptive acts or practices prohibited in the business of insurance.

R590-99-2. Purpose.

Title insurance is designed to provide indemnification against loss, including a loss resulting from a determination of unmarketability of the insured's interest in real property. The burden of proving any loss, together with the measure of damages, is the obligation of the insured. Normally, a claim of unmarketability of title or a claim involving a "defect, lien or encumbrance" not excluded from coverage will arise in connection with a proposed sale or loan requiring a review of the insured property as to current marketability.

The insured owner, as a potential seller or borrower, may then be placed in the position of being forced or coerced into dealing only with his prior insurer or agent purely as the result of time constraints in meeting the requirements of his transaction, and as the only practical alternative to processing his claim and proving his damage as an insured under his existing coverage. The commissioner is advised and is aware that, in some instances, this circumstance has resulted from the intentional delay, neglect or refusal by insurers, through their agents, to record or deliver for recording documentation necessary to support policy insuring provisions, resulting in the false appearance of unmarketability, in the record only, of property which would otherwise be marketable. This practice is deemed to be an unfair or deceptive act or practice detrimental to free competition in the business of insurance and injurious to the public.

R590-99-3. Definitions.

For the purpose of this rule, the commissioner adopts the definitions as particularly set forth in Section 31A-1-301 and in addition the following:

A. "Document" means any instrument in writing relating to real property described in any title insurance policy, contract or commitment, and reasonably required for the support of the insuring provisions.

B. "Record" means to cause to be delivered to the county recorder, or other public official as may be appropriate, any document in the possession or control of any title insurance company or title insurance agent for which a request to record has been made by an insured party.

R590-99-4. Definition and Classification of Unfair or Deceptive Practices and Material Inducements.

A. Any knowing conduct by a title insurance company or title insurance agent which results in the failure, neglect, refusal to record, or to obtain for recording, any document which, unless recorded, results in the apparent unmarketability of title or a title which may not be insurable by another insurer, is defined as an unfair or deceptive act or practice as prohibited by Section 31A-23a-402.

B. The issuance or agreement to issue title insurance, or the affirmation of current marketability of title, when the possible recording of documents of title has not occurred, and the record does not manifest a title which would be insurable according to generally accepted title insurance standards, is classified and proscribed as an advantage and material inducement to obtaining title insurance business as prohibited under Section 31A-23a-402(2)(c)(i).

R590-99-5. Severability.

If any provision or clause of this rule or the application of it to any person or circumstance is for any reason held to be invalid, the remainder of the rule and the application of this provision to other persons or circumstances may not be affected by it.

KEY: insurance law

Date of Enactment or Last Substantive Amendment: 1994

Notice of Continuation: January 27, 2007

**Authorizing, and Implemented or Interpreted Law: 31A-2-201;
31A-23-302**

R592. Insurance, Title and Escrow Commission.

R592-6. Unfair Inducements and Marketing Practices in Obtaining Title Insurance Business.

R592-6-4. Unfair Methods of Competition, Acts and Practices.

In addition to the acts prohibited under Section 31A-23a-402, the Commission finds that providing or offering to provide any of the following benefits by parties identified in Section R592-6-2 to any client, either directly or indirectly, except as specifically allowed in Section R592-6-5 below, is a material and unfair inducement to obtaining title insurance business and constitutes an unfair method of competition.

(1) The furnishing of a title insurance commitment without one of the following:

(a) sufficient evidence in the file of the title insurer, agency or producer that a bona fide real estate transaction exists; or

(b) payment in full at the time the title insurance commitment is provided.

(2) The paying of any charges for the cancellation of an existing title insurance commitment issued by a competing organization, unless that commitment discloses a defect which gives rise to a claim on an existing policy.

(3) Furnishing escrow services pursuant to Section 31A-23a-406:

(a) for a charge less than the charge filed pursuant to Section 31A-19a-209(5); or

(b) the filing of charges for escrow services with the Utah Insurance Commissioner (commissioner), which are less than the actual cost of providing the services.

(4) Waiving all or any part of established fees or charges for services which are not the subject of rates or escrow charges filed with the commissioner.

(5) Deferring or waiving any payment for insurance or services otherwise due and payable, including a series of real estate transactions for the same parcel of property.

(6) Furnishing services not reasonably related to a bona fide title insurance, escrow, settlement, or closing transaction, including non-related delivery services, accounting assistance, or legal counseling.

(7) The paying for, furnishing, or waiving all or any part of the rental or lease charge for space which is occupied by any client.

(8) Renting or leasing space from any client, regardless of the purpose, at a rate which is excessive or inadequate when compared with rental or lease charges for comparable space in the same geographic area, or paying rental or lease charges based in whole or in part on the volume of business generated by any client.

(9) Furnishing any part of a title insurer's, title agency's, or title producer's facilities, for example, conference rooms or meeting rooms, to a client or its trade association, for anything other than the providing of escrow or title services, or meetings related to such, without receiving a fair rental or lease charge comparable to other rental or lease charges for facilities in the same geographic area.

(10) The co-habitation or sharing of office space with a client of a title insurer, title agency, or title producer.

(11) Furnishing all or any part of the time or productive effort of any employee of the title insurer, agency or producer, for example, secretary, clerk, messenger or escrow officer, to any client.

(12) Paying for all or any part of the salary of a client or an employee of any client.

(13) Paying, or offering to pay, either directly or indirectly, salary, commissions or any other consideration to any employee who is at the same time licensed as a real estate agent or real estate broker or as a mortgage lender or mortgage company subject to 31A-2-405 and R592-5.

(14) Paying for the fees or charges of a professional, for example, an appraiser, surveyor, engineer or attorney, or for the pre-payment of fees and charges of a client or party to the transaction, for example subordination, loan or HOA payoff request fees, whose services are required by any party or client to structure or complete a particular transaction. This subsection does not include the pre-payment of overnight delivery/mail fees that will be recovered through closing of a transaction.

(15) Sponsoring, cosponsoring, subsidizing, contributing fees, prizes, gifts, food or otherwise providing anything of value for an activity of a client, except as allowed under Subsection R592-6-5(6). Activities include open houses at homes or property for sale, meetings, breakfasts, luncheons, dinners, conventions, installation ceremonies, celebrations, outings, cocktail parties, hospitality room functions, open house celebrations, dances, fishing trips, gambling trips, sporting events of all kinds, hunting trips or outings, golf or ski tournaments, artistic performances and outings in recreation areas or entertainment areas.

(16) Sponsoring, cosponsoring, subsidizing, supplying prizes or labor, except as allowed under Subsection R592-6-5(2) or otherwise providing things of value for promotional activities of a client. Title insurers, agencies or producers may attend activities of a client if there is no additional cost to the title insurer, agency or producer other than their own entry fees, registration fees, meals, and provided that these fees are no greater than those charged to clients or others attending the function.

(17) Providing gifts or anything of value to a client in connection with social events such as birthdays or job promotions. A letter or card in these instances will not be interpreted as providing a thing of value.

(18) Furnishing or providing access to the following, even for a cost:

- (a) building plans;
- (b) construction critical path timelines;
- (c) "For Sale by Owner" lists;
- (d) surveys;
- (e) appraisals;
- (f) credit reports;
- (g) mortgage leads for loans;
- (h) rental or apartment lists; or
- (i) printed labels.

(19) Newsletters cannot be property specific or cannot highlight specific customers.

(20) A title insurer, agency or producer cannot provide a client access to any software accounts that are utilized to access real property information that the insurer, agency or producer pays for, develops, or pays to maintain. Closing software is exempt as long as it is used for a specific closing.

(21)(a) ~~A [person, as defined in 31A-1-301, or individual affiliated with a]~~title insurer, agency or producer cannot provide ~~[a loan or any type of financing to a client of title insurance.]~~title or escrow services on real property where an investment loan or financing has been provided by said title insurer, agency or producer, including its owners, employees, or affiliates.

(b) Subsection (21)(a) does not apply to such transactions:

(i) involving seller financing of primary or secondary residences;

(ii) involving commercial office property owned and maintained by those persons or entities described in (a) herein;

(iii) obtained through a trustee's sale; or

(iv) re-acquired by the original owner by a stated default.

(22) Paying for any advertising on behalf of a client.

(23) Advertising jointly with a client on subdivision or condominium project signs, or signs for the sale of a lot or lots in a subdivision or units in a condominium project. A title insurer, agency or producer may advertise independently that it has provided title insurance for a particular subdivision or condominium project but may not indicate that all future title insurance will be written by that title insurer, agency or producer.

(24) Advertisements may not be placed in a publication, including an internet web page and its links, that is hosted, published, produced for, distributed by or on behalf of a client.

(25) A donation may not be made to a charitable organization created, controlled or managed by a client.

(26) A direct or indirect benefit, provided to a client which is not specified in Section R592-6-5 below, will be investigated by the department for the purpose of determining whether it should be defined by the Commission as an unfair inducement under Section 31A-23a-402(8).

(27) Title insurers, agencies and producers who have ownership in, or control of, other business entities, including I.R.C. Section 1031 qualified intermediaries and escrow companies, may not use those other business entities to enter into any agreement, arrangement, or understanding or to pursue any course of conduct, designed to avoid the provisions of this rule.

KEY: title insurance

Date of Enactment or Last Substantive Amendment: ~~[June 25, 2009]~~2010

Authorizing, and Implemented or Interpreted Law: ~~[31A-2-201, 31A-23a-402]~~31A-2-404

R592. Insurance, Title and Escrow Commission.

R592-6. Unfair Inducements and Marketing Practices in Obtaining Title Insurance Business.

R592-6-1. Authority.

This rule is promulgated pursuant to Section 31A-2-404(2), which authorizes the Title and Escrow Commission (Commission) to make rules for the administration of the Insurance Code related to title insurance, including rules related to standards of conduct for a title insurer, agency or producer.

R592-6-2. Purpose and Scope.

(1) The purpose of this rule is to identify certain practices, which the Commission finds creates unfair inducements for the placement of title insurance business and as such constitute unfair methods of competition. These practices include the payment of expenses that are considered normal, customary, reasonable and recurring in the operation of a client of a title insurer, agency or producer.

(2) This rule applies to all title insurers, title insurance agencies, title insurance producers and all employees, representatives and any other party working for or on behalf of said entities whether as a full time or part time employee or as an independent contractor.

R592-6-3. Definitions.

For the purpose of this rule the Commission adopts the definitions as set forth in Section 31A-1-301 and 31A-2-402, and the following:

(1) "Bona fide real estate transaction" means:

(a) a preliminary title report is issued to a seller or listing agent in conjunction with the listing of a property; or

(b) a commitment for title insurance is ordered, issued, or distributed in a purchase and sale transaction showing the name of the proposed buyer and the sales price, or in a loan transaction showing the proposed lender and loan amount.

(2) "Business Activities" shall include sporting events, sporting activities, musical and art events. In no case shall such business activities rise to the level of ceremonies, for example, award banquets, recognition events or similar activities sponsored by or for clients, or include travel by air, or other commercial transportation.

(3) "Business meals" shall include breakfast, brunch, lunch, dinner, cocktails and tips. In no case shall such business meals raise to the level of ceremonies, for example, awards banquets, recognition events or similar activities sponsored by or for clients.

(4)(a) "Client" means any person, or group, who influences, or who may influence, the placement of title insurance business or who is engaged in a business, profession or occupation of:

(i) buying or selling interests in real property; and

(ii) making loans secured by interests in real property.

(b) "Client" includes real estate agents, real estate brokers, mortgage brokers, lending or financial institutions, builders, developers, subdividers, attorneys, consumers, escrow companies and the employees, agents, representatives, solicitors and groups or

associations of any of the foregoing.

(5) "Discount" means the furnishing or offering to furnish title insurance, services constituting the business of title insurance or escrow services for a total charge less than the amounts set forth in the applicable rate schedules filed pursuant to Section 31A-19a-203 or 31A-19a-209.

(6) "Official trade association publication" means:

(a) a membership directory, provided its exclusive purpose is that of providing the distribution of an annual roster of the association's members to the membership and other interested parties; or

(b) an annual, semiannual, quarterly or monthly publication containing information and topical material for the benefit of the members of the association.

(7) "Title insurance business" means the business of title insurance and the conducting of escrow.

(8) "Trade Association" means a recognized association of persons, a majority of whom are clients or persons whose primary activity involves real property.

R592-6-4. Unfair Methods of Competition, Acts and Practices.

In addition to the acts prohibited under Section 31A-23a-402, the Commission finds that providing or offering to provide any of the following benefits by parties identified in Section R592-6-2 to any client, either directly or indirectly, except as specifically allowed in Section R592-6-5 below, is a material and unfair inducement to obtaining title insurance business and constitutes an unfair method of competition.

(1) The furnishing of a title insurance commitment without one of the following:

(a) sufficient evidence in the file of the title insurer, agency or producer that a bona fide real estate transaction exists; or

(b) payment in full at the time the title insurance commitment is provided.

(2) The paying of any charges for the cancellation of an existing title insurance commitment issued by a competing organization, unless that commitment discloses a defect which gives rise to a claim on an existing policy.

(3) Furnishing escrow services pursuant to Section 31A-23a-406:

(a) for a charge less than the charge filed pursuant to Section 31A-19a-209(5); or

(b) the filing of charges for escrow services with the Utah Insurance Commissioner (commissioner), which are less than the actual cost of providing the services.

(4) Waiving all or any part of established fees or charges for services which are not the subject of rates or escrow charges filed with the commissioner.

(5) Deferring or waiving any payment for insurance or services otherwise due and payable, including a series of real estate transactions for the same parcel of property.

(6) Furnishing services not reasonably related to a bona fide title insurance, escrow, settlement, or closing transaction, including non-related delivery services, accounting assistance, or

legal counseling.

(7) The paying for, furnishing, or waiving all or any part of the rental or lease charge for space which is occupied by any client.

(8) Renting or leasing space from any client, regardless of the purpose, at a rate which is excessive or inadequate when compared with rental or lease charges for comparable space in the same geographic area, or paying rental or lease charges based in whole or in part on the volume of business generated by any client.

(9) Furnishing any part of a title insurer's, title agency's, or title producer's facilities, for example, conference rooms or meeting rooms, to a client or its trade association without receiving a fair rental or lease charge comparable to other rental or lease charges for facilities in the same geographic area.

(10) The co-habitation or sharing of office space with a client of a title insurer, title agency, or title producer.

(11) Furnishing all or any part of the time or productive effort of any employee of the title insurer, agency or producer, for example, secretary, clerk, messenger or escrow officer, to any client.

(12) Paying for all or any part of the salary of a client or an employee of any client.

(13) Paying, or offering to pay, either directly or indirectly, salary, commissions or any other consideration to any employee who is at the same time licensed as a real estate agent or real estate broker or as a mortgage lender or mortgage company subject to 31A-2-405 and R592-5.

(14) Paying for the fees or charges of a professional, for example, an appraiser, surveyor, engineer or attorney, whose services are required by any client to structure or complete a particular transaction.

(15) Sponsoring, cosponsoring, subsidizing, contributing fees, prizes, gifts, food or otherwise providing anything of value for an activity of a client, except as allowed under Subsection R592-6-5(6). Activities include open houses at homes or property for sale, meetings, breakfasts, luncheons, dinners, conventions, installation ceremonies, celebrations, outings, cocktail parties, hospitality room functions, open house celebrations, dances, fishing trips, gambling trips, sporting events of all kinds, hunting trips or outings, golf or ski tournaments, artistic performances and outings in recreation areas or entertainment areas.

(16) Sponsoring, cosponsoring, subsidizing, supplying prizes or labor, except as allowed under Subsection R592-6-5(2) or otherwise providing things of value for promotional activities of a client. Title insurers, agencies or producers may attend activities of a client if there is no additional cost to the title insurer, agency or producer other than their own entry fees, registration fees, meals, and provided that these fees are no greater than those charged to clients or others attending the function.

(17) Providing gifts or anything of value to a client in connection with social events such as birthdays or job promotions. A letter or card in these instances will not be interpreted as providing a thing of value.

(18) Furnishing or providing access to the following, even for a cost:

- (a) building plans;
 - (b) construction critical path timelines;
 - (c) "For Sale by Owner" lists;
 - (d) surveys;
 - (e) appraisals;
 - (f) credit reports;
 - (g) mortgage leads for loans;
 - (h) rental or apartment lists; or
 - (i) printed labels.
- (19) Newsletters cannot be property specific or cannot highlight specific customers.
- (20) A title insurer, agency or producer cannot provide a client access to any software accounts that are utilized to access real property information that the insurer, agency or producer pays for, develops, or pays to maintain. Closing software is exempt as long as it is used for a specific closing.
- (21) A person, as defined in 31A-1-301, or individual affiliated with a title insurer, agency or producer cannot provide a loan or any type of financing to a client of title insurance.
- (22) Paying for any advertising on behalf of a client.
- (23) Advertising jointly with a client on subdivision or condominium project signs, or signs for the sale of a lot or lots in a subdivision or units in a condominium project. A title insurer, agency or producer may advertise independently that it has provided title insurance for a particular subdivision or condominium project but may not indicate that all future title insurance will be written by that title insurer, agency or producer.
- (24) Advertisements may not be placed in a publication, including an internet web page and its links, that is hosted, published, produced for, distributed by or on behalf of a client.
- (25) A donation may not be made to a charitable organization created, controlled or managed by a client.
- (26) A direct or indirect benefit, provided to a client which is not specified in Section R592-6-5 below, will be investigated by the department for the purpose of determining whether it should be defined by the Commission as an unfair inducement under Section 31A-23a-402(8).
- (27) Title insurers, agencies and producers who have ownership in, or control of, other business entities, including I.R.C. Section 1031 qualified intermediaries and escrow companies, may not use those other business entities to enter into any agreement, arrangement, or understanding or to pursue any course of conduct, designed to avoid the provisions of this rule.

R592-6-5. Permitted Advertising, Business Entertainment, and Methods of Competition.

Except as specifically prohibited in Section R592-6-4 above, the following are permitted:

(1) In addition to complying with the provisions of 31A-23a-402 and R590-130, Rules Governing Advertisements of Insurance, advertisement by title insurers, agencies or producers must comply with the following:

- (a) the advertisement must be purely self-promotional; and

(b) advertisement in official trade association publications are permissible as long as any title insurer, agency or producer has an equal opportunity to advertise in the publication and at the standard rates other advertisers in the publication are charged.

(2) A title insurer, agency or producer may donate time to serve on a trade association committee and may also serve as an officer for the trade association.

(3) A title insurer, agency or producer may have two self-promotional open houses per calendar year for each of its owned or occupied facilities, including branch offices. The title insurer, agency or producer may not expend more than \$15 per guest per open house. The open house may take place on or off the title insurer's, agency's or producer's premises but may not take place on a client's premises.

(4) A donation to a charitable organization must:

(a) not be paid in cash;

(b) if paid by a negotiable instrument, be made payable only to the charitable organization;

(c) be distributed directly to the charitable organization; and

(d) not provide any benefit to a client.

(5) A title insurer, agency or producer may distribute self-promotional items having a value of \$5 or less to clients, consumers and members of the general public. These self-promotional items shall be novelty gifts which are non-edible and may not be personalized or bear the name of the donee. Self-promotional items may only be distributed in the regular course of business. Self-promotional items may not be given to clients or trade associations for redistribution by these entities.

(6) A title insurer, agency or producer may make expenditures for business meals or business activities on behalf of any person, whether a client or not, as a method of advertising, if the expenditure meets all the following criteria:

(a) the person representing the title insurer, agency or producer must be present during the business meal or business activity;

(b) there is a substantial title insurance business discussion directly before, during or after the business meal or business activity;

(c) the total cost of the business meal, the business activity, or both is not more than \$100 per person, per day;

(d) no more than three individuals from an office of a client may be provided a business meal or business activity by a title insurer, agency or producer in a single day; and

(e) the entire business meal or business activity may take place on or off the title insurer's, agency's or producer's premises, but may not take place on a client's premises.

(7) A title insurer, agency or producer may conduct continuing education programs that are approved by the appropriate regulatory agency, under the following conditions:

(a) the continuing education program shall address only title insurance, escrow or other topics directly related thereto;

(b) the continuing education program must be of at least one hour in duration;

(c) for each hour of continuing education, \$15 or less per person may be expended, including the cost of meals and refreshments; and

(d) no more than one such continuing education program may be conducted at the office of a client per calendar quarter.

(8) A title insurer, agency or producer may acknowledge a wedding, birth or adoption of a child, or funeral of a client or members of the client's immediate family with flowers or gifts not to exceed \$75.

(9) Any other advertising, business entertainment, or method of competition must be requested in writing and approved in advance and in writing by the Commission.

R592-6-6. Enforcement Date.

The commissioner will begin enforcing the provisions of this rule 45 days from the effective date of the rule.

R592-6-7. Severability.

If any provision or clause of this rule or its application to any person or situation is held invalid, such invalidity may not affect any other provision or application of this rule which can be given effect without the invalid provision or application, and to this end the provisions of this rule are declared to be severable.

KEY: title insurance

Date of Enactment or Last Substantive Amendment: June 25, 2009

**Authorizing, and Implemented or Interpreted Law: 31A-2-201;
31A-23a-402**